IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT :

THE HONOURABLE MR. JUSTICE K.R.UDAYABHANU

TUESDAY, THE 11TH SEPTEMBER 2007 / 20TH BHADRA 1929

Crl.Rev.Pet.No. 803 of 1999()

MC.1/1997 of JUDL.MAGISTRATE OF FIRST CLASS, PAYYOLI

.....

REVN. PETITIONER:

JAMEELA, D/O.PUDUKKATTIL MOIDEEN,
AGED 30 YEARS,
ELUVAYALIL HOUSE,
THURAYUR AMSOM DESOM,
P.O. PAYYOLY, VIA MELADY,
KOYILANDY TALUK,
KOZHIKODE DISTRICT.

BY ADV. SRI.C.VALSALAN

RESPONDENTS:

MOIDEEN, S/O.ERANHIMANNIL MOOSSA,
THURAYUR AMSOM DESOM,
P.O.PAYYOLY, VIA MELADY,
KOYILANDY TALUK,
KOZHIKODE DISTRICT.

BY SRI.P.V.KUNHIKRISHNAN

THIS CRIMINAL REVISION PETITION HAVING BEEN FINALLY HEARD ON 11/09/2007, THE COURT ON THE SAME DAY PASSED THE FOLLOWING:

K.R.UDAYABHANU, J.

~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~

Crl.R.P.No.803 of 1999-C

~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~

Dated this the 11th day of September, 2007

O R D E R

The revision petitioner is the petitioner in M.C.No.1/1997, who had initiated proceedings under Section 3 of the Muslim Women (Protection of Rights on Divorce) Act, which stands dismissed.

2. The evidence adduced in the matter consisted of the testimony of PWs.1 and 2 and Exts.P1 and P2 and RWs.1 to 4 and Ext.D1.

3. Marriage and divorce is admitted by both the parties. The dispute is with respect to the amounts sought to be ordered, altogether Rs.3,66,000/- (inclusive of Rs.12,000/- towards mahr, Rs.6000/- towards maintenance during the iddat period and Rs.48,000/-, the amount allegedly borrowed by the respondent from the parents of the petitioner and Rs.3,00,000/- towards reasonable and fare provision).

4. The case of the respondent is entirely based on Ext.D1 agreement said to have been executed in between the parties. Ext.D1 was put to PW.1, the petitioner, when she was examined in the cross-

examination. She has admitted the above agreement and her version is that the amount mentioned in the agreement was not paid. In Ext.D1 it is specifically mentioned that a sum of Rs.20,000/- and 16 sovereigns of gold were received on 08/02/1994 on the date of execution of the agreement and that she is satisfied with the above amount. It is mentioned in Ext.D1 that the above amounts and sovereigns represented three sovereigns that has to be paid towards mahr and the entire ornaments brought by her at the time of marriage and the amount towards maintenance during the iddat period and also for future maintenance. PW.2 the father of the petitioner has also admitted that there was a mediation talk in 1994 and that the matter was settled. But according to him the amount was not received. RW.2, the uncle of the respondent, who represented the respondent and signed in Ext.D1 and RWs.3 and 4, the witnesses to Ext.D1 have also testified.

I find that the petitioner is not entitled to re-agitate the matter when she has signed fully admitting that the amounts and 16 sovereigns have been received. There is nothing to interfere with the findings of the court below. The criminal revision petition is dismissed.

K.R.UDAYABHANU,
Judge

ms

K.R.UDAYABHANU, J.

~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~

Crl.R.P.No.803 of 1999-C

~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~

O R D E R

11th September, 2007